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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **EASTERN DIVISION**

13 AJA VASQUEZ-LOOPER,

14 Plaintiff,

15 v.

16 DESERT VALLEY HOSPITAL, LLC;
17 RENAISSANCE IMAGING
18 MEDICAL ASSOCIATES, INC.;
19 DESERT VALLEY MEDICAL
20 GROUP, INC.; and JMD, LLC d/b/a
21 HIGH DESERT CREDITORS
22 SERVICE;

23 Defendants.

Case No. 5:22-cv-859

1. RFDCPA, Cal. Civ. Code. § 1788
et seq.
2. FDCPA, 15 U.S.C. § 1692, *et seq.*

24 **COMPLAINT AND DEMAND FOR JURY TRIAL**

25 Plaintiff Aja Vasquez-Looper (“Plaintiff”), by and through her attorneys,
26 alleges the following against Defendants Desert Valley Hospital, LLC (“DVH”),
27 Renaissance Imaging Medical Associates, Inc. (“RIMA”), Desert Valley Medical
28

1 Group, Inc. (“DVMG”), and JMD, LLC d/b/a High Desert Creditors Service
2 (“HDCS”).

3 **INTRODUCTION**

4
5 1. Counts I & II of Plaintiff’s Complaint is based upon the Rosenthal
6 Fair Debt Collection Practices Act (“RFDCPA”), Cal. Civ. Code § 1788 *et seq.*,
7
8 and the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et. seq.*,
9 which prohibit debt collectors from engaging in abusive, deceptive, and unfair
10 practices connection with the collection of consumer debts.
11

12 **JURISDICTION AND VENUE**

13 2. The District Court has federal question jurisdiction over these claims
14
15 pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1692.

16 3. Supplemental jurisdiction of this court arises under 28 U.S.C. § 1367
17 because the state law claims are so related to the claims in the action within such
18
19 original jurisdiction that they form part of the same case or controversy under
20 Article III of the US Constitution.
21

22 4. Venue in this District is proper pursuant to 28 U.S.C. § 1391(b)(2)
23 in that a substantial part of the events or omissions giving rise to the claim
24 occurred in this district.
25

26 5. Because Defendants conduct business within the County of San
27 Bernardino, State of California personal jurisdiction is established.
28

PARTIES

6. Plaintiff is a natural person residing in San Bernardino, California

7. Plaintiff is a “person” as defined by Cal. Civ. Code § 1788.2(g).

8. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

9. Plaintiff, as a natural person allegedly obligated to pay a consumer debt to Defendants, alleged to have been due and owing, is a “debtor” as that term is defined by California Civil Code § 1788.2(h) of the Rosenthal Act.

10. As a partnership, corporation, limited liability company, or other similar entity, Defendants are a “person” within the meaning of Cal. Civ. Code § 1788.2(g) of the Rosenthal Act, and within the meaning of Cal. Civ. Code § 1785.3(j).

11. Defendants allege Plaintiff owed it money arising out of medical services performed upon Plaintiff by Defendants DVH, RIMA, and DVMG for treatment of injuries arising out of an industrial work-place accident, without payment being required at the time of services being rendered, and Plaintiff is informed and believes the money alleged to have been owed to Defendants originated from monetary credit that was extended primarily for personal, family, or household purposes, and is therefore a “debt” as that term is defined by California Civil Code § 1788.2(d).

1 12. Plaintiff allegedly owed a monetary debt to Defendants, which makes
2 Defendants each a “creditor” under California Civil Code § 1788.2(i) of the
3 Rosenthal Act.
4

5 13. Upon information and belief, Defendants were attempting to collect
6 on a debt that originated from monetary credit that was extended primarily for
7 personal, family, or household purposes due to medical services performed upon
8 Plaintiff to treat injuries arising out of a work-place accident without payment being
9 required at the time of services and was therefore a “consumer credit transaction”
10 within the meaning of California Civil Code § 1788.2(e) of the Rosenthal Act.
11
12

13 14. Because Plaintiff, a natural person allegedly obligated to pay money
14 to Defendants arising from what Plaintiff is informed and believes was a consumer
15 credit transaction due to medical services performed upon Plaintiff to treat injuries
16 arising out of a work-place accident without payment being required at the time of
17 services, the money allegedly owed was a “consumer debt” within the meaning of
18 California Civil Code § 1788.2(f) of the Rosenthal Act.
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22 15. Plaintiff is informed and believes Defendants regularly collect or
23 attempt to collect debts on behalf of themselves and is therefore both a “debt
24 collector” within the meaning of California Civil Code § 1788.2(c) of the Rosenthal
25 Act, and thereby engages in “debt collection” within the meaning of California
26 Civil Code § 1788.2(b) of the Rosenthal Act.
27
28

1 16. At all relevant times herein, Defendant DVH was a company engaged,
2 by use of mails and telephone in the business of collecting a debt from Plaintiff
3 which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d). Defendant
4 DVH can be served through its agent for service of process, Cogency Global, Inc.,
5 located at 1325 J Street, Ste 1550, Sacramento, CA 95814.
6
7

8 17. At all relevant times herein, Defendant RIMA was a company
9 engaged, by use of mails and telephone in the business of collecting a debt from
10 Plaintiff which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d).
11 Defendant RIMA can be served through its agent for service of process, CSC –
12 Lawyers Incorporating Service, located at 2710 Gateway Oaks Dr. Ste. 150N,
13 Sacramento, CA 95833.
14
15

16 18. At all relevant times herein, Defendant DVMG was a company
17 engaged, by use of mails and telephone in the business of collecting a debt from
18 Plaintiff which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d).
19 Defendant DVMG can be served through its agent for service of process, Cogency
20 Global, Inc., located at 1325 J Street, Ste 1550, Sacramento, CA 95814.
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22

23 19. At all relevant times herein, Defendant HDCS was a company
24 engaged, by use of mails and telephone in the business of collecting a debt from
25 Plaintiff which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d). In
26 addition, Defendant is in the business of debt collection. Defendant therefore is a
27
28

1 “debt collector” as defined by 15 U.S.C. § 1692a(6). Defendant HDCS can be
2 served at its principal place of business located at 14608 Main Street, #B, Hesperia,
3 CA 92345.
4

5 20. Defendants acted through their agents, employees, officers, members,
6 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,
7 representatives, and insurers.
8

9 **FACTUAL ALLEGATIONS**
10

11 **A. Plaintiff’s Workplace Injury**

12 21. Defendants are attempting to collect an alleged debt from Mrs.
13 Vasquez-Looper.
14

15 22. In or around October 2021, Mrs. Vasquez-Looper received medical
16 services from Defendants DVH, RIMA and DVMG, for treatment arising from the
17 injuries that are the subject of Plaintiff’s worker’s compensation claim, of which
18 Defendants and their entire staff knew about and were aware all billings for services
19 should be handled pursuant to the Worker’s Compensation Act.
20
21

22 23. During Plaintiff’s visit(s) with Defendants, she informed Defendants
23 that her injuries were the result of her work-place accident and provided all
24 information necessary to bill the proper party.
25
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1 24. Nevertheless, Defendants began attempting to collect from Plaintiff
2 directly and sent Plaintiff bills for collection for medical services she was not
3 legally responsible for.
4

5 25. Cal. Civ. Code § 1788, which prohibits unlawful debt collection
6 activity, is a strict liability statute.
7

8 26. 15 U.S.C. § 1692, which prohibits unlawful debt collection activity, is
9 a strict liability statute.
10

11 **B. Defendants' Collection Activity**

12 *i. Defendant DVH's Unlawful Collection Activity*

13 27. In or around October 2021, Plaintiff received a medical statement
14 from Defendant DVH indicating that Plaintiff had an outstanding balance and
15 requested payment of the medical services provided for the treatment of injuries
16 that are the subject of his worker's compensation claim.
17

18 28. The letter was attempting to collect an amount of \$3,118.60, of which
19 Plaintiff is not responsible for.
20

21 29. The letter was attempting to collect an amount that was not permitted
22 by law because Plaintiff was not responsible for any and all medical bills received
23 that were related to her workplace injury.
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1 30. On one or more occasion, either by phone or in person, Plaintiff
2 directly informed Defendant DVH that the medical services rendered were related
3 to her workers compensation claim.
4

5 31. Furthermore, Plaintiff provided all necessary information to
6 Defendant DVH to properly bill the medical services it rendered that was related
7 to Plaintiff's workplace injury.
8

9 ***ii. Defendants DVMG and HDCS Unlawful Collection Activity***
10

11 32. In or around October 2021, Plaintiff received medical statements from
12 Defendant UHS for payment of medical services provided for the treatment of
13 injuries that are the subject of his worker's compensation claim.
14

15 33. The letters were attempting to collect an amount of \$347.93, of which
16 Plaintiff is not responsible for.
17

18 34. In or around January 2022, Plaintiff received a collection letter from
19 Defendant HDCS for payment of medical services provided for the treatment of
20 injuries that are the subject of her worker's compensation claim.
21

22 35. The letter was attempting to collect an amount of \$347.93, of which
23 Plaintiff is not responsible for.
24

25 36. The letter was attempting to collect an amount that was not permitted
26 by law because Plaintiff was not responsible for any and all medical bills received
27 that were related to her workplace injury.
28

1 37. Upon information and belief, Defendant HDCS placed debt collection
2 calls to Plaintiff in an attempt to collect on the alleged debt.

3 38. Upon information and belief, Defendant HDCS lacks any policies and
4 procedures to avoid collection on medical bills that are subject to a workers
5 compensation claim.
6

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8 ***iii. RIMA Unlawful Collection Activity***

9 39. In or around October 2021, Plaintiff received medical statements from
10 Defendant RIMA for payment of medical services provided for the treatment of
11 injuries that are the subject of her worker's compensation claim.
12

13 40. The letter was attempting to collect an amount of \$50.00, of which
14 Plaintiff is not responsible for.
15

16 41. The letter was attempting to collect an amount that was not permitted
17 by law because Plaintiff was not responsible for any and all medical bills received
18 that were related to her workplace injury.
19

20 42. In or around November 2021, Plaintiff received another medical
21 statement from Defendant RIMA for payment of medical services provided for the
22 treatment of injuries that are the subject of her worker's compensation claim.
23

24 43. The letter was attempting to collect an amount of \$50.00, of which
25 Plaintiff is not responsible for.
26

27
28 ***iv. Defendant HDCS unlawful disclosure of information***

1 44. At an exact time known only to Defendant HDCS, the alleged debt owed to
2 DVMG was assigned or otherwise transferred to HDCS for collection.

3 45. In its efforts to collect on the alleged debt owed to DVMG, Defendant HDCS
4 decided to contact Plaintiff by written correspondence.

5 46. Rather than preparing and mailing such written correspondence to Plaintiff
6 on its own, Defendant HDCS decided to utilize a third-party vendor to
7 perform such activities on its behalf.

8 47. As part of its utilization of the third-party vendor, Defendant conveyed
9 information regarding the alleged DVMG debt to the third-party vendor by
10 electronic means.

11 48. The information conveyed by Defendant HDCS to the third-party vendor
12 included Plaintiff's status as a debtor, the precise amount of the alleged
13 DHMG debt, the account number, the entity to which Plaintiff allegedly
14 owed the debt, the fact that the alleged debt concerned Plaintiff's medical
15 treatment, Plaintiff's home address, and other information.

16 49. In fact, Defendant HDCS conveyed it was a debt collector and attempting to
17 collect a debt from Plaintiff.

18 50. Defendant HDCS' conveyance of the information regarding the alleged debt
19 owed to DVMG to the third-party vendor is a "communication" as that term
20 is defined by 15 U.S.C. § 1692(a)(2).

1 51.The third-party vendor then populated some or all this information into a
2 prewritten template, printed, and mailed the correspondence to Plaintiff at
3 Defendant HDCS’ direction.
4

5 52. A correspondence, sent in or around January 2022, was received and read
6 by Plaintiff. (the “HDCS letter”).
7

8 53.The HDCS Letter, which conveyed information about the alleged debt owed
9 to DVMG, is a “communication” as that term is defined by 15 U.S.C. §
10 1692a(2).
11

12 54.The FDCPA prohibits the sharing of information regarding a consumer
13 “without the prior consent of the consumer given directly to the debt
14 collector, or the express permission of a court of competent jurisdiction, or
15 as reasonably necessary to effectuate a post judgment judicial remedy...”
16 See 15 U.S.C. § 1692c(b).
17
18

19 55.In the relevant part, Section 1692c(b) states, “a debt collector may not
20 communicate in connection with the collection of any debt, with any person
21 other than the consumer, her attorney, a consumer reporting agency if
22 otherwise permitted by law, the creditor, the attorney of the creditor, or the
23 attorney of the debt collector.” See 15 U.S.C. § 1692c(b).
24
25

26 56.The sharing, transferring, or communicating of Plaintiff’s information is
27 prohibited by law.
28

1 57. Plaintiff did not provide her prior consent to the sharing of her information
2 with the third-party letter vendor Defendant HDCS utilized.

3 58. Defendant HDCS' intentional or negligent conduct of sharing, transferring,
4 or communicating of Plaintiff's personal and sensitive information without
5 Plaintiff's prior consent, caused an invasion into Plaintiff's individual
6 privacy, which caused Plaintiff concern, embarrassment, anxiety, worry,
7 sleeplessness, and emotional distress causing Plaintiff to spend time to retain
8 counsel, causing her loss of time.

9 59. All of Defendants unlawful collection efforts regarding alleged debt arising
10 from medical services rendered related to a workers compensation claim
11 caused Plaintiff to suffer from emotional distress and mental pain and
12 anguish, including but not limited to, stress, anxiety

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18 **COUNT I**
19 **All Defendants**
20 **(Violations of CAL. CIV. CODE § 1788 *et seq.*)**

21 60. Plaintiff incorporates by reference all of the above paragraphs of this
22 Complaint as though fully stated herein.

23 61. Defendants violated the RFDCPA. Defendants' violations include, but
24 are not limited to, the following:

- 25
26 a. Defendants violated Cal. Civ. Code § 1788.17 by collecting or
27 attempting to collect a consumer debt without complying with the
28

1 provisions of Sections 1692b to 1692j, inclusive, of . . . Title 15 of
2 the United States Code (Fair Debt Collection Practices Act).

3 a. Defendants violated 15 U.S.C. § 1692d, by engaging in
4 conduct the natural consequence of which is to harass,
5 oppress, or abuse any person in connection with the collection
6 a debt.
7

8 b. Defendants violated 15 U.S.C. § 1692e by using false,
9 deceptive, or misleading representations or means in
10 connection with the collection of any debt.
11

12 c. Defendants violated 15 U.S.C. § 1692e(2)(A) by falsely
13 representing the character, amount, or legal status of any debt.
14

15 d. Defendants violated 15 U.S.C. § 1692e(10), by using false
16 representation or deceptive means to collect or attempt to
17 collect any debt or obtain information concerning a consumer.
18

19 e. Defendants violated 15 U.S.C. § 1692f, by using unfair or
20 unconscionable means to collect or attempt to collect any debt.
21

22 f. Defendants violated 15 U.S.C. § 1692f(1) by attempting to
23 collect any amount (including any interest, fee, charge or
24 expense incidental to the principal obligation) that is not
25 permitted by law.
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1 62. Defendants' acts, as described above, were done intentionally with the
2 purpose of coercing Plaintiff to pay the alleged debt.

3
4 63. As a result of the foregoing violations of the RFDCPA, Defendants
5 are liable to Plaintiff for actual damages, statutory damages, and attorneys' fees
6 and costs.

7
8 **COUNT II**
9 **Defendants HDCS**
10 **(Violations of the FDCPA, 15 U.S.C. § 1692 *et seq.*)**

11 64. Plaintiff incorporates by reference all of the above paragraphs of this
12 Complaint as though fully stated herein.

13 65. Defendant violated the FDCPA. Defendant's violations include, but
14 are not limited to, the following:

- 15
16 a. Defendant violated 15 U.S.C. § 1692d, by engaging in conduct
17 the natural consequence of which is to harass, oppress, or
18 abuse any person in connection with the collection a debt.
19
20 b. Defendant violated 15 U.S.C. § 1692e by using false,
21 deceptive, or misleading representations or means in
22 connection with the collection of any debt.
23
24 c. Defendant violated 15 U.S.C. § 1692e(2)(A) by falsely
25 representing the character, amount, or legal status of any debt.
26
27
28

1 d. Defendant violated 15 U.S.C. § 1692e(10), by using false
2 representation or deceptive means to collect or attempt to
3 collect any debt or obtain information concerning a consumer.

4 e. Defendant violated 15 U.S.C. § 1692f, by using unfair or
5 unconscionable means to collect or attempt to collect any debt.

6 f. Defendant violated 15 U.S.C. § 1692f(1) by attempting to
7 collect any amount (including any interest, fee, charge or
8 expense incidental to the principal obligation) that is not
9 permitted by law.
10

11 66. Defendant's acts, as described above, were done intentionally with the
12 purpose of coercing Plaintiff to pay the alleged debt.
13

14 67. As a result of the foregoing violations of the FDCPA, HDCS is liable
15 to Plaintiff for actual damages, statutory damages, and attorneys' fees and costs.
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21 **PRAYER OF RELIEF**

22 **WHEREFORE**, Plaintiff Aja Vasquez-Looper, respectfully requests
23 judgment be entered against Defendants for the following:
24

25 A. Declaratory judgment that Defendants violated the RFDCPA;

26 B. Declaratory judgment that Defendant HDCS violated the FDCPA;
27
28

1 C. Statutory damages against Defendants of \$1,000.00 pursuant to the
2 RFDCPA, Cal. Civ. Code §1788.30(b);

3
4 D. Actual damages against Defendants pursuant to Cal. Civ. Code
5 §1788.30(a);

6
7 E. Costs and reasonable attorneys' fees against Defendants pursuant to
8 the RFDCPA, Cal. Civ. Code §1788.30(c);

9
10 F. Actual damages against Defendant HDCS pursuant to 15 U.S.C.
11 §1692k(a)(1);

12
13 G. Statutory damages against Defendants HDCS of \$1,000.00 pursuant
14 to 15 U.S.C. § 1692k(a)(2)(A);

15
16 H. Attorneys' fees and costs against Defendant HDCS pursuant to 15
17 U.S.C. §1692k(a)(3).

18
19 I. Punitive damages pursuant to be determined at trial, for the sake of
20 example and punishing Defendant for their malicious conduct,
21 pursuant to Cal. Civ. Code § 3294.

22
23 J. Awarding Plaintiff any pre-judgment and post-judgment interest as
24 may be allowed under the law; and

25
26 K. Any other relief that this Honorable Court deems appropriate.

27 **DEMAND FOR JURY TRIAL**

28 Please take notice that Plaintiff demands a trial by jury in this action.

1 Respectfully submitted this May 23, 2022.

2 By: /s/ Youssef H. Hammoud
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